



**Courts, Public Safety, and
Infrastructure Development Committee
Meeting Agenda**

November 12, 2024

6:00 p.m.

Hybrid In-Person and Virtual Meeting

304 E. Grand River Ave., Board Chambers, Howell, Michigan

Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC

<https://us02web.zoom.us/j/3997000062>

A quorum of the Board of Commissioners may be in attendance at this meeting.

	Pages
1. Call Meeting to Order	
2. Roll Call	
Wes Nakagiri - Chairman, Douglas Helzerman - Vice Chairman, Dave Domas, Nick Fiani	
3. Approval of Minutes	
3.1 Meeting Minutes dated: October 15, 2024	2
4. Approval of Agenda	
5. Reports	
6. Call to the Public	
7. Resolutions for Consideration	
7.1 Building Department	Jim Rowell 5
Resolution Authorizing Renewal of Agreement with the City of Brighton for Building Department Services	
7.2 Administration	Nathan Burd 13
Resolution Authorizing an Agreement with the Economic Development Council of Livingston County to Provide Support for County-wide Assistance from 2025-2027	
8. Adjournment	

Courts, Public Safety, and Infrastructure Development Committee Meeting Minutes



October 15, 2024, 6:00 p.m.

Hybrid In-Person and Virtual Meeting
304 E. Grand River Ave., Board Chambers, Howell, Michigan
Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC
<https://us02web.zoom.us/j/3997000062>

Members Present: Wes Nakagiri - Chairman, Douglas Helzerman - Vice Chairman, David Domas, Nick Fiani

1. Call Meeting to Order

The meeting was called to order by the Committee Chair, Wes Nakagiri at 6:00 PM.

2. Roll Call

Wes Nakagiri - Chairman, Douglas Helzerman - Vice Chairman, Dave Domas, Nick Fiani
Roll call by the recording secretary indicated the presence of a quorum.

3. Approval of Minutes

3.1 Meeting Minutes dated: September 9, 2024

Motion to approve the Minutes as presented.

It was moved by D. Helzerman

Seconded by N. Fiani

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

4. Approval of Agenda

Motion to amend Agenda for addition of Item 7.6, Resolution to hire Financial Consultants with respect to the Septage Receiving Station.

It was moved by D. Helzerman

Seconded by N. Fiani

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

Motion to approve the Agenda as amended.

It was moved by D. Domas

Seconded by N. Fiani

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

5. Reports: None.

6. Call to the Public: None.

7. Resolutions for Consideration

7.1 Court Central Services

Resolution Authorizing Specialty Courts and Programs to Accept the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant for FY2024-FY2029 – Court Central Services

Sara Applegate, Specialty Courts & Program Administrator, presented the Resolution to the Committee.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: D. Helzerman

Seconded by: D. Domas

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

7.2 Court Central Services

Resolution Authorizing Specialty Courts and Programs to Accept the State Court Administrative Office Grants for FY 2025 – CPSID / Full Board

Specialty Courts & Program Administrator, Sara Applegate, presented the Resolution to the Committee.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: N. Fiani

Seconded by: D. Domas

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

7.3 Community Corrections

Resolution Authorizing the Specialty Courts and Programs to Accept the Community Corrections Grant for FY2025 – Court Central Services

Sara Applegate, Specialty Courts & Program Administrator, presented the Resolution to the Committee.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: D. Helzerman

Seconded by: N. Fiani

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

7.4 Jail

Resolution Authorizing an Agreement with Canteen Services, Inc. to Provide Inmate Food Services - Jail

Undersheriff, Jason Pless, presented the Resolution to the Committee.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: D. Domas

Seconded by: N. Fiani

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

7.5 Sheriff

Resolution Authorizing the Supplemental Appropriation for FY2024 Field Services and Jail Services Overtime Costs - Sheriff

The Resolution was presented to the Committee by Jason Pless, Undersheriff, with Sheriff Murphy participating via Zoom.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: D. Domas

Seconded by: N. Fiani

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

7.6 Board of Commissioners

Resolution to hire Financial Consultants with respect to the Septage Receiving Station.

Comm. Nakagiri presented this Resolution to the Committee.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: N. Fiani

Seconded by: D. Domas

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani


Motion Carried (4 to 0)

8. Adjournment

Motion to adjourn the meeting at 6:48 PM.

It was moved by D. Helzerman

Seconded by N. Fiani



Carol Sue Jonckheere, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Renewal of Agreement with the City of Brighton for Building Department Services – Building Department

WHEREAS, Livingston County has been providing Building Official services to the City of Brighton since November 1, 2010; and

WHEREAS, due to increased activity and costs, both parties would like to renew the agreement until further notice with an increase in the annual rate from \$40,000 to \$93,000 with all other terms and conditions remaining the same; and

WHEREAS, this Agreement has already been approved by the City of Brighton and their council.

THEREFORE, BE IT RESOLVED that the County of Livingston will continue to perform City Building Department functions until further notice, including Chief Building Official duties per State statute, beginning December 1, 2024 at the annual rate of rate of \$93,000 with all other terms and conditions remaining the same.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners, or the County Administrator if Policy Permits, is authorized to sign all forms, assurances, contracts, agreements, amendments and support documents related to this matter upon review by Civil Counsel.

#

**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF BUILDING INSPECTION

2300 E. Grand River, Suite 104

Phone: 517.546-3240 Fax: 517.546.7461

Web Site: livgov.com/building

TO: LIVINGSTON COUNTY BOARD OF COMMISSIONERS

FROM: Jim Rowell, Building Official

DATE: October 22, 2024

RE: Fee Increase - City of Brighton, Building Department Services

The Livingston County Building Department has had a contract with the City of Brighton to provide building department services since 2010. The scope of the contract includes providing construction plan review and building inspections. This contract is for the building permits only. All other trade permits are pulled directly at the county building department offices.

The fee increase represents a substantial increase in the City of Brighton permit activity over the last few years. The existing contract was \$40,000 annually. The new contract is \$93,000 annually. None of the other terms of the existing contract have changed.

Jim Rowell
Livingston County Building Official

AMENDED INTERGOVERNMENTAL AGREEMENT
FOR
BUILDING DEPARTMENT SERVICES

RECITALS

WHEREAS, the Livingston County Building Department employs a full-time Building Official and Building Department,

WHEREAS, the City of Brighton and Livingston County believe that the Livingston County Building Official and Inspection Staff would be able to manage building department inspections and permit reviews in the City of Brighton and in other communities under the Livingston County Building Department's Jurisdiction.

WHEREAS, Livingston County and the City of Brighton are able to enter into this Agreement pursuant to Public Act 35 of 1951 as amended, being MCL 124.1 *et. seq.* and Public Act 8 of 1967, being MCL 124.531, *et seq.*;

NOW THEREFORE, BASED UPON THE MUTUAL COVENANTS HEREIN, THE
PARTIES HEREBY AGREE AS FOLLOWS:

Section 1 - Appointment of the Building Official

The Building Official of Livingston County is hereby appointed to also serve as the Building Official for the City of Brighton. The Building Official shall be responsible for the administration and enforcement of the Michigan Building Code and the Michigan Residential Codes, as amended (collectively the Codes), within the boundaries of Brighton.

Section 2 - The Building Inspection Department

Work for the City of Brighton shall be done in a timely manner consistent with the service provided to other communities under the jurisdiction of the Livingston County Building Department.

Section 3 - City of Brighton Building Department Responsibilities

A building department shall be maintained by the City of Brighton and administrative staff be provided by the City of Brighton, who shall in part, be responsible for the following:

- a) Managing and maintaining building records, including by way of example and not limitation, applications for building permits, relative site and construction plans, permits, stop work orders, enforcement actions, correspondences, and any and all other records necessary and/or appropriate for the administration and enforcement of the Codes;
- b) Collection, acceptance, and retention of permit fees associated with building projects, applications for permits and other fees associated with building projects, applications for permits, request for inspections, complaints, building plans, correspondences, and all other papers and items directed to the Brighton Building Department;
- c) Communication and coordination with the Building Official/Designee and the public relating to building and construction issues to assure effective and efficient administration and enforcement of the codes, including by way of example, all requests for permit submittal requirement information, permit status requests, plan review requests, inspection requests, and certificate of occupancy requests;
- d) Communication of time sensitive issues shall be sent to the Building Official/Designee and addressed in the Livingston County office;
- e) Processing permit applications, request for inspections, fees, certificate of occupancy, and other building related matters as directed by the Building Official/Designee;
- f) Assisting the Building Official/Designee in the preparing of correspondence for building related matters and violations;
- g) Documentation of all inspection results into the BS&A permit system.

Section 4 - Livingston County Building Official/ Building Department Duties

The Livingston County Building Official shall be responsible for and perform the following duties on behalf of Brighton:

- a) Conduct all building inspections or cause all building inspections to be done by Livingston County Staff within the boundaries of Brighton in a timely manner consistent with other communities under the jurisdiction of the Livingston County Building Department. Generally, the Building Department strives to conduct inspections the next business day following a request for inspection;
- b) Return inspection records to the City of Brighton to allow the Brighton Staff to enter Results into the BS&A permit system;
- c) Conduct plan reviews in a timely manner consistent with other communities under the jurisdiction of the Livingston County Building Department;
- d) Prepare and sign construction documents for issuance of building permits by the City of Brighton Staff;
- e) Provide customer service and consistent advice to citizens, contractors and property owners regarding building codes and procedures by phone, email or in person at either office;
- f) Provide correspondence regarding permits and inspections to applicants and the City of Brighton Staff;
- g) Attend pre-construction or red-flag meetings as requested by City of Brighton Staff;
- h) Attend development team meeting and provide comments on site plans as requested by the City of Brighton Staff;
- i) Address building-related issues as they apply to the City of Brighton Property Maintenance Code, Chapter 18, Article IV of the Brighton City Code. The process shall be as follows:
 - 1. Property maintenance complaints regarding structures are received at the City of Brighton offices.
 - 2. The City of Brighton Staff reviews the complaints and forwards the complaints to the Livingston County Building Official as appropriate.

3. Livingston County Officials investigate and evaluate the condition of the structure and report the findings to the City of Brighton.
4. The City of Brighton requests remedial measures and if necessary, initiates legal action.

Section 5 - Compensation for Building Department Services

Livingston County will make its assigned inspectors available by email, phone or in person as needed for the rate of NINETY-THREE THOUSAND dollars (\$93,000.00) per year. Said compensation shall be paid by the City of Brighton in quarterly installments, paid in advance on the first day of each quarter beginning January 1st, April 1st, July 1st, and October 1st of each year. Beginning on January 1, 2025, and on the first day of each calendar after that, the annual rate shall increase by 3%, and quarterly installments shall increase accordingly. This provision shall take effect immediately, and the first advance payment shall be made on the commencement date stated in Section 6 below, prorated on the basis of a 365-day year. The above described compensation shall be annually reviewed to determine if the number of inspections, plan reviews or meetings has substantially increased or decreased over the prior year, and if so, compensation shall be re-evaluated by the Parties.

Section 6 - Termination

This Agreement shall commence on _____ and continue until terminated by either of the parties for any reason by providing the other party with one hundred twenty (120) calendar days prior written notification. Any such termination of this Agreement shall not relieve either of the parties of the obligations incurred prior to the effective date of such termination.

Section 7 - Insurance

During the term of this Agreement, Livingston County shall maintain liability insurance covering the Building Official and Livingston County when he is acting in his capacity as Livingston County Building Official, and Brighton shall maintain liability insurance covering the Building Official when he is acting in his capacity as Brighton's Building Official. The City of Brighton shall add the Livingston County as an Additional insured on the City of Brighton's liability insurance to the extent Livingston County incurs liability arising out of the Building Official acting in the capacity of Brighton's Building Official.

Section 8 - Nondiscrimination

The parties, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

The parties shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b. The Persons with Disabilities Civil Rights Act, 1976 PA 220. as amended.
- c. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended and regulations promulgated thereunder.
- d. The Americans with Disabilities Act of 1990, P.L. 101-336. 104 Stat 327 (42 USC §12101 et seq.). as amended and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement.

Agreement made this 10th day of September, 2024.


CITY OF BRIGHTON



By: Gretchen Gomolka
City Manager

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

On this 10th day of September 2024 before me, a Notary Public in and for said County. personally appeared Gretchen Gomolka, to me known to be the city manager of the CITY of BRIGHTON, who being by me duly sworn did say that they executed the foregoing Agreement on behalf of the City of Brighton as approved by the Brighton City Council on September 10, 2024

My commission expires 12/17/2025 Signature 
Notary public, State of Michigan,
County of Livingston

LIVINGSTON COUNTY

By: Jay Drick
Chairman, Board of Commissioners

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County. personally appeared Jay Drick, to me known to be the Chairman of the Board of Commissioners for Livingston County who being by me duly sworn. did say that he executed the foregoing Agreement on behalf of the County of Livingston by authority duly vested in him by resolution _____, approved by the Livingston County Board of Commissioners on _____, 2024

My commission expires _____ Signature _____
Notary public, State of Michigan,
County of _____

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with the Economic Development Council of Livingston County to Provide Support for County-wide Assistance from 2025-2027 – County Administration

WHEREAS, the Economic Development Council of Livingston County (EDCLC) was formed for the purpose of supporting the growth of skilled jobs and promoting Livingston County; and

WHEREAS, the EDCLC is requesting that Livingston County continue its partnership to provide economic development services to businesses and community partners within the County with an annual investment of \$175,000; and

WHEREAS, in order to optimize the effectiveness of an economic development effort, it is critical to recognize the need and value of a strong partnership which focuses on the attraction/retention of a high-value, knowledge-intensive workforce; and

WHEREAS, our partnership with the EDCLC can generate new investment and new job commitments into Livingston County, which supports more families and local businesses in the community; and

WHEREAS, funding is included in the proposed 2025 General Fund Operating budget.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a three (3) year contract with the Economic Development Council of Livingston County for the term of January 1, 2025, through December 31, 2027 for an amount not to exceed \$175,000 per year.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

BE IT FURTHER RESOLVED that the Economic Development Council will provide the Livingston County Board of Commissioners with a quarterly report highlighting the identity of current business partnerships, governmental partnerships, and their financial commitments to the SPARK contract.

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY ADMINISTRATION

LIVINGSTON COUNTY, MICHIGAN
304 E. Grand River Avenue - Suite 202 - Howell MI 48843

TEL: (517) 546-3669
EMAIL: NBurd@livgov.com

NATHAN BURD
COUNTY ADMINISTRATOR

To: Courts, Public Safety, Infrastructure, and Development Committee Members

From: Nathan Burd – County Administrator

Date: October 25, 2024

Re: Agreement for Livingston County Economic Development Services

The County's current agreement with the Economic Development Council of Livingston Council (EDCLC) for economic development services expires on December 31, 2024. The attached resolution would authorize an agreement for 2025-2027. This agreement matches the current agreement, with dates and names updated. The annual cost of \$175,000 remains unchanged and this amount is included in the 2025 recommended budget.

Per Board Rules, this agreement is assigned to the CPSID Committee. I look forward to discussing this with you at the November CPSID meeting and I am happy to coordinate the participation of EDCLC representatives in the discussion as well. Thanks!

**AGREEMENT
FOR
LIVINGSTON COUNTY
ECONOMIC DEVELOPMENT SERVICES**

THIS AGREEMENT, effective January 1, 2025, is made and entered into, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan, having offices at 304 E. Grand River, Suite 201, Howell, Michigan 48843 (hereinafter referred to as the “County”) and the **ECONOMIC DEVELOPMENT COUNCIL OF LIVINGSTON COUNTY**, a Michigan non-profit corporation, having its registered office at 218 E. Grand River, Brighton, Michigan 48116 (hereinafter referred to as the “EDC”).

RECITALS:

WHEREAS, to encourage business retention/attraction and expansion in Livingston County, the County desires to continue to partner with the EDC to obtain economic development services with a focus on global competition and the attraction/retention of high-value knowledge-intensive, diverse workers; and

WHEREAS, the EDC has proposed its continuing to provide the County with the economic development services it is seeking through a contract to be entered into between EDC and Ann Arbor SPARK; and

WHEREAS, the County accepts EDC’s proposal subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. Agreement Period and Termination. This Agreement shall commence upon the **1st day of January, 2025**, and, unless prematurely terminated as authorized in this Agreement, shall continue until the **31st day of December, 2027**, at which time this Agreement shall terminate. Either party may terminate this Agreement at the end of a calendar year by giving written notice to the other party not less than thirty (30) calendar days prior to the end of the current calendar year.

Notwithstanding any other provision in this Agreement to the contrary, the County, with or without cause, may terminate this Agreement, at any time, upon sixty (60) days prior written notification to the EDC. In the event this Agreement is prematurely terminated, the EDC shall be paid as set forth in Section 3 for all services performed under this Agreement up to the effective date of termination.

2. Services. The EDC shall act as the County’s agent with respect to economic expansion of local business and industry currently located within the County as well as establishing new

business and industries within the County. The services to be provided by EDC shall include, but shall not be limited to, the following:

- A. The EDC shall contract with Ann Arbor SPARK to provide business retention, expansion and attraction services in Livingston County with premature termination provisions that are similar to those set forth in Section 1 of this Agreement.
- B. The EDC and Ann Arbor SPARK shall hold joint annual status meetings with the County's representatives and the representatives of all the other participating governmental partners to present the economic development and expansion programs' progress and seek input from the County and all other participating governmental partners.
- C. The EDC and Ann Arbor SPARK shall issue quarterly program activity summaries to the County and all other participating governmental partners. Such summary reports shall list the companies contacted for the purpose of marketing the County and the other participating governmental partners.

3. Payment. The County shall pay the EDC for the services required by this Agreement a sum that annually shall not exceed ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) during each calendar year that this Agreement is in effect.

If this Agreement is prematurely terminated the County shall pay only for work performed up to the effective date of termination. The sum due for the year in which termination occurs shall be prorated, with the sum due EDC for that year being only the percentage of the annual sum set for that year which equals the percentage of the year that has passed as of the effective date of termination (e.g. if six (6) months/50% of the year has passed as of the effective date of termination only 50% of the total sum set for that year shall be due EDC). In the event the sum the County has paid EDC exceeds the sum due as a result of the premature termination, the EDC shall pay the County the amount of the excess payment within thirty (30) days of receipt from the County of an invoice stating the sum due.

4. Records. The EDC shall keep adequate books, records and accounts which will accurately reflect and account for the disposition of all funds the County pays to the EDC under this Agreement. All such books, records and accounts shall be available for inspection by the County during the County's normal business hours. The EDC shall annually furnish to the County a complete financial report and a copy of a completed IRS form 990 with respect to the EDC's and its contractors' operations by no later than sixty (60) days following the end of each calendar year covered by this Agreement. All records shall be maintained for six (6) years after termination of this Agreement or such longer period of time as may be required by the federal government or State of Michigan.

5. Meetings. Representatives of the EDC and EDC contractor(s) providing services under this Agreement shall attend meetings and/or conferences of the County when requested by the County. The County will attempt to schedule these meetings and/or conferences at mutually agreeable times.

6. Reports and Title to Data and Work Product. Within ninety (90) days after the end of each calendar year covered by this Agreement, the EDC shall submit to the County a final written report on all work and services performed and expenditures made under this Agreement during the

previous year. The EDC shall also submit any other reports and/or information that the federal government, the State of Michigan, or the County may require, regarding the services and activities required under this Agreement. All data and work product related to activities of the EDC and its contractor(s) that are utilized or developed in performance of work in and for the County shall be provided to the County during and upon termination of this Agreement. The County shall have an irrevocable license to use such data and information and to publish and/or authorize others to use and/or publish such data and information.

7. Nondiscrimination. The EDC and the EDC's contractors shall adhere to all Federal, State and local laws, ordinances and regulations prohibiting discrimination with regard to persons seeking and/or receiving services or employment. The EDC and its contractors, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

8. Independent Contractor. It is expressly understood and agreed that the EDC is an independent contractor. The employees, servants and agents of the EDC or those of EDC's contractors shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agents of the County. The EDC's employees, servants and agents and those of EDC's contractors shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity.

The EDC and EDC's contractors shall be responsible for paying all salaries, wages or other compensation due its employees, servants and agents for performance of work required by this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. The EDC and EDC's contractors shall carry workers' compensation insurance and unemployment compensation coverage for their employees, as required by law and shall provide the County with proof of said coverage.

9. EDC Not Covered by County's Insurance. The EDC, and EDC's contractors, while performing services pursuant to this Agreement, shall not be protected or covered by any insurance coverage held by the County, including, but not limited to, workers' compensation coverage.

10. Indemnification and Hold Harmless. The EDC shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, its elected and/or appointed officers, employees, and agents from all claims, damages, lawsuits, costs and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees, that the County may incur as a result of any violations of federal or State of Michigan laws, rules or regulations, intentional torts or negligent acts or omissions of the EDC or the EDC's officers, employees, agents or contractors that may arise out of this Agreement.

The EDC's indemnification responsibilities shall include the sum of damages, costs and expenses which are paid out on behalf of, or reimbursed to, the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the EDC.

11. Insurance. The EDC shall procure, keep and maintain during the term of this Agreement Comprehensive General Liability Insurance, covering personal and bodily injuries, death and property damage arising out of the activities required by this Agreement with limits of not less than \$1,000,000.00 per occurrence and aggregate, covering personal injury, bodily injury, and property damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; and (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable. All deductibles and self-insured retentions (SIRs) are the responsibility of the EDC. The EDC shall require its contractors to also meet these insurance requirements. Insurance policies covering the services required by this Agreement shall include an endorsement stating the following shall be “Additional Insureds”: Livingston County, all Livingston County’s elected and appointed officials, employees and volunteers, all Livingston County’s boards, commissioners, and/or authorities and board members, including employees and volunteers thereof. Said insurance shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess. The insurance requirements herein are not a limitation on the indemnity requirements of this Agreement, which are complete and full unto themselves.

The EDC and its contractors shall also maintain Workers’ Compensation Insurance including Employer’s Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

The EDC’s Comprehensive General Liability Insurance and Workers’ Compensation Insurance shall include an endorsement stating the following: **“It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Livingston County, ATTN: Fiscal Services Procurement Division, 304 East Grand River, Suite 204, Howell, MI 48843.”** If EDC’s insurers refuse to provide such an endorsement the EDC shall be responsible for providing the notice required.

The EDC shall provide the Livingston County Fiscal Services – Procurement Division at the time this Agreement is returned by it to the County, with the certificates of insurance and policies as listed below as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice will be acceptable. The Insurance Certificate(s) and endorsements may be faxed or e-mailed to (517) 546-7266 or fs-procurement@livgov.com.

- A. One (1) copy of the Certificate of Insurance for Workers’ Compensation Insurance; and,
- B. One (1) copy of the Certificate of Insurance for Comprehensive General Liability Insurance.
- C. If requested by the County the EDC shall provide the County with certified copies of its insurance policies that are required by this Agreement.

All insurance coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the County and who have an A.M. Best Company’s Insurance Reports rating of A or A- (Excellent).

If any insurance coverages required by this Agreement expire during the term of this Agreement, the EDC shall deliver renewal certificates and/or policies to the Livingston County Fiscal Services-Procurement Division at least ten (10) days prior to the expiration date.

12. Compliance with the Law. The EDC and its contractors shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

13. Applicable Law and Venue. This Agreement shall be subject to and construed according to the laws of the State of Michigan. In the event any actions in law or in equity arising under this Agreement are brought by or against either of the parties to this Agreement, the venue for such actions shall be in a Michigan Court established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

14. Waivers.

- A. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- B. In no event shall the making by the County of any payment due to the EDC constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the EDC or any of the EDC's contractors. The making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

15. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

16. Assignment or Subcontracting. With the exception of Ann Arbor SPARK, the EDC shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without the prior written consent of the County.

17. Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. Binding Effect of the Agreement. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

19. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such

invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

20. Survival. All rights, duties and responsibilities of any party that expressly or by their nature extend in to the future, including but not limited to those set forth in Sections 3, 4, 6, 8, 10, 13, 14 and 18 shall extend beyond and survive the termination of this Agreement.

21. Certification of Authority to Sign Agreement. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES IN THE SPACES AND ON THE DATES SET FORTH BELOW.

COUNTY OF LIVINGSTON

**ECONOMIC DEVELOPMENT COUNCIL
OF LIVINGSTON COUNTY**

By: _____
JAY DRICK - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Date: _____

By: _____
JANELLE SMITH - CHAIRPERSON

Date: _____

By: _____
MINDY BRADISH-ORTA - VICE CHAIRPERSON

Date: _____